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TEL: 201-342-6222  
Attorney for Plaintiff

MARK J. MIFSUD

Debtor,

MEDWELL LLC

Plaintiff,

vs.

MARK J. MIFSUD

Defendant,

U.S. BANKRUPTCY COURT  
FILED  
NEWARK, NJ

2019 APR 23 P 2:19

JENNIFER L. HAUGHTON

UNITED STATES BANKRUPTCY  
COURT CLERK  
DISTRICT OF NEW JERSEY

CHAPTER 7  
CASE NO. 19-15754-SLM  
HON STACY L. MEISEL

CIVIL ACTION  
CONTRACT  
COMPLAINT

Plaintiff, MEDWELL LLC., located 33 Central Avenue, Midland Park, 07432.

Filed this adversary proceeding against this Defendant pursuant to 11 U.S.C section 523 and 727 in order to object to Defendant's discharge and have the Defendant's debts to plaintiff declared non-discharged and states.

1. This action is brought pursuant to 11 U.S.C Section 523 to object to the discharge of Defendant's debts to MEDWELL LLC., and pursuant to 11 U.S.C Section 727 opposing Defendant's discharge in her case brought under chapter 7 of the Bankruptcy Code ("the code") captioned "In re MARK J. MIFSUD bearing

docket no 19-15754-SLM filed in the Unites States Bankruptcy Court for the District of New Jersey.

2. This a case proceeding under the Code.

### THE PARTIES

3. Defendant MARK J. MIFSUD is an individual residing at 123 Glen Ave Glen Rock, NJ 07452 and is the Debtor in this chapter 7 case.

4. Plaintiff MEDWELL LLC., is a medical Provider and creditor of Defendant.

### BACKGROUND

1. Defendant MARK J. MIFSUD received medical treatment from MEDWELL LLC from March 10-26, 2016.

2. Defendant MARK J. MIFSUD was insured by HORIZON BLUE CROSS/BLUE SHIELD and so advised Plaintiff.

3. Plaintiff MEDWELL LLC performed the necessary medical on MARK J. MIFSUD and gave him the necessary treatment for her recovery over the period of March 10-26, 2016.

4. Plaintiff's bill for services is \$15, 935.00.

5. Defendant MARK J. MIFSUD converted the \$9,860.00 in insurance checks for Plaintiff medical services.

6. Defendant converted the \$9,860.00 Horizon Blue Cross/Blue Shield insurance checks for his own use and failed to pay \$9,860.00 over to MEDWELL LLC.

7. Plaintiff commenced suit against Defendant in the Superior Court of New Jersey and obtained judgment.

8. Defendant MARK J. MIFSUD paid Plaintiff \$2,400.00.

9. Defendant MARK J. MIFSUD failed to pay \$7,460.00.

10. Defendant MARK J. MIFSUD despite conversion filed this Chapter 7 proceeding on March 21, 2019 seeking discharge of his obligations to MEDWELL LLC.

#### FIRST COUNT


11. Plaintiff restates and realleges the proceeding pleading paragraphs the same if set forth on full herein.

12. Defendant failed to pay over to Plaintiff the insurance checks in the sum of \$7,460.00 received from Horizon Blue Cross/Blue Shield for Plaintiff's medical services.

13. Defendant MARK J. MIFSUD has to explain satisfactory, his conversion of \$7,460.00 in Horizon Blue Cross/Blue Shield insurance checks in violation of 11 U.S.C Section 1328.

WHEREFORE, Plaintiff respectfully request that Defendant MARK J. MIFSUD denied a discharge in Bankruptcy.

Dated: April 19, 2019

  
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EDWARD S. ZIZMOR ESQ.  
Attorney for Plaintiff